

## AGREEMENT

This Agreement, which shall become effective as of the 24th day of April, 2000, is entered into by and between ALEC, Inc., a Kentucky corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, ALEC, Inc. has requested that BellSouth make available the interconnection agreement executed between BellSouth and Metromedia Fiber Network Services, Inc. ("Metromedia") dated May 12, 1999 for the state(s) of Kentucky and Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, ALEC, Inc. and BellSouth hereby agree as follows:

1. With the exception of Attachment 3 Section 8 – Local Interconnection Compensation and the rates in Attachment 11 - Pricing for DSI UNEs and Local Interconnection, ALEC, Inc. and BellSouth shall adopt in its entirety the Metromedia Interconnection Agreement dated May 12, 1999 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Metromedia Interconnection Agreement and all amendments are attached hereto as Exhibit A and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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| TOTAL                                     | 517       |

2. The Parties further agree to the rates, terms and conditions set forth in Exhibit B for Local Interconnection Compensation as well as the rates for DS1 UNEs and Local Interconnection. Rates shown in Exhibit B will supercede rates for comparable elements in the original Metromedia agreement.

3. In the event that ALEC, Inc. consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of ALEC, Inc. under this Agreement.

4. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the Metromedia Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the Metromedia Interconnection Agreement, the effective date shall be May 12, 1999.

5. ALEC, Inc. shall accept and incorporate any amendments to the Metromedia Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

6. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

**BellSouth Telecommunications, Inc.**

CLEC Account Team  
9th Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203

and

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**ALEC, Inc.**

Mr. Jay Campbell  
President, ALEC, Inc.  
1301 Broadway  
Paducah, KY 42001  
Phone: 270-442-5363  
Fax: 270-442-2685

and

John C. Dodge  
Cole, Raywid & Braverman, LLP  
1919 Pennsylvania, N.W., Suite 200  
Washington, D.C. 20006

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

ALEC, Inc.

\_\_\_\_\_  
Signature      On File

\_\_\_\_\_  
Signature      On File

\_\_\_\_\_  
Name            Jerry Hendrix

\_\_\_\_\_  
Name            Jay Campbell

\_\_\_\_\_  
Title            Senior Director

\_\_\_\_\_  
Title            President

\_\_\_\_\_  
Date             04/24/2000

\_\_\_\_\_  
Date             04/21/2000

**Exhibit A**

**BELLSOUTH/METROMEDIA INTERCONNECTION AGREEMENT**

**Exhibit B**

**LOCAL INTERCONNECTION COMPENSATION**

## Exhibit B

### 1. INTERCONNECTION COMPENSATION

#### 1.1 Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP-Bound Traffic

- 1.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service (“EAS”) exchange.
- 1.1.2 The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the rate of \$.0015 per minute of use.
- 1.1.3 The Parties have been unable to agree upon whether dial up calls to Information Service Providers (“ISPs”) should be considered Local Traffic for purposes of this Agreement. Dial-up Calls are defined as calls to an ISP that are dialed by using a local dialing pattern (7 or 10 digits) by the calling party (hereinafter referred to as “ISP-bound traffic”). However, without prejudice to either Party’s position concerning the nature of ISP-bound traffic, the Parties agree for purposes of this Agreement only, to compensate each other at the same per minute of use rates set forth in Paragraph 1.1.2. for ISP-bound traffic. It is expressly understood and agreed that this inter-carrier compensation mechanism for ISP-bound traffic is being established: (1) in consideration for a waiver and release by each party for any and all claims for reciprocal compensation for ISP-bound traffic exchanged between the parties prior to March 1, 2000, which is hereby acknowledged; and (2) subject to the terms and conditions in section 1.1.4.
- 1.1.3.1 The Parties recognize and agree that the FCC, courts of competent jurisdiction, or state commissions with jurisdiction over the Parties will issue subsequent decisions on ISP-bound traffic (“Subsequent Decisions”). Notwithstanding any provision in this Agreement to the contrary, the inter-carrier compensation mechanism established in section 1.1.3 shall continue at the rates set forth in section 1.1.2 for the full term of this Agreement without regard to such Subsequent Decisions, except as provided for in section 1.1.3.2 and 1.1.3.3.
- 1.1.3.2 To the extent a Subsequent Decision requires parties with agreements whose compensation terms differ from those established in such Subsequent Decision to conform their agreements to the terms in the Subsequent Decision, the Parties will comply with such Subsequent Decision, subject to each Party’s right to appeal or otherwise challenge such Subsequent Decision. Except to the extent that a contrary result is established by law, however, the terms of this agreement relating to



compensation for ISP-bound calls shall take precedence over any such Subsequent Decision. In the event of such an amendment, there will be no true-up for compensation paid prior to the amendment, except to the extent expressly required by law.

1.1.3.3 Nothing herein shall preclude ALEC from exercising its rights under this Agreement or Section 252(i) of the 1996 Act and applicable FCC regulations to elect rates, terms, and conditions from any other approved interconnection agreement executed by BellSouth that contains an express provision establishing an inter-carrier compensation mechanism for ISP-bound traffic.

1.1.4 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic set forth in section 1.1.2 and the inter-carrier compensation mechanism for ISP-bound traffic set forth in section 1.1.3 are intended to allow each Party to recover costs associated with such traffic. Accordingly, the Parties recognize and agree that such compensation will not be billed and shall not be paid for a call placed from a local exchange service provided by a Party, to establish or maintain a network connection if: (1) such call is not recognized by current industry practice to constitute traffic (voice or data) which results from a telephone call; (2) the end user customer (including the customer's CPE) does not control the dialed number destination and content of that call; or (3) a primary purpose of that call is to generate the payment of reciprocal compensation as a result of establishing or maintaining the network connection. The Parties agree that this section 1.1.4 shall not be interpreted to deny compensation under section 1.1 for typical calls made by end user customers served by one Party to customers served by the other Party; instead, this section 1.1.4 is intended to deny compensation in situations where one Party acts to create artificial traffic in order to obtain compensation.

## 2. Rates

The Parties shall incorporate into their Interconnection Agreement the following rates for unbundled network elements and interconnection services: (1) rates approved by each state commission in BellSouth's region; (2) DSI Local Channel - \$866.97 nonrecurring first, \$486.83 nonrecurring additional, and \$133.81 monthly recurring (all states); (3) Interoffice Facility Termination - \$100.49 nonrecurring, \$90 monthly recurring, and \$23.50 per mile (all states except Florida); and (4) Interoffice Facility Termination - \$100.49 nonrecurring, \$59.75 monthly recurring, and \$16.75 per mile (Florida only).